



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: 2006-100-09	RFP Title: <i>Continuums of Care Pilot Project</i>
Proposal Due Date and Time: <i>Thursday, August 24, 2006</i> 12:00 p.m., Central Time	Number of Pages: 50
Procurement Officer: Starr Stewart Phone: (334) 353-4744 E-mail Address: ssstewart@dhr.state.al.us Website: http://www.dhr.state.al.us	Issue Date: <i>Friday, July 14, 2006</i>
	Issuing Division: <i>Family Services Division</i>

INSTRUCTIONS TO VENDORS	
Submit Proposal to: Starr Stewart – Policy, Planning and Research Alabama Department of Human Resources Gordon Persons Building, Room 2344 50 Ripley Street Montgomery, AL 36130-4000	Label Envelope/Package: RFP Number: 2006-100-09 RFP Due Date: <i>Continuums of Care Pilot Project</i>
	Special Instructions:

VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number: ()	Vendor FAX Number: ()
Vendor Federal I.D. Number:	Vendor E-mail Address:
Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
Trade Secret Declarations: (<u>reference section/page(s) of trade secret declarations</u>)	

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VENDOR'S RFP CHECKLIST

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at www.dhr.state.al.us and will include all questions asked and responses concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.
8. _____ **Check the Department’s website for RFP addenda.** It is the Vendor’s responsibility to check the Department’s website at www.dhr.state.al.us for any addenda issued for this RFP, no further notification will be provided.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are ***never*** accepted.

This checklist is provided for assistance only and should not be submitted with Vendor’s response.

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at www.dhr.state.al.us as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.

EVENT	DATE
RFP Issue Date.....	July 14, 2006
Pre-Proposal Conference (Optional)	August 08, 2006
Deadline for Receipt of Written Questions	July 27, 2006
Deadline for Posting of Written Responses to Questions	August 03, 2006
RFP Response Due Date	August 24, 2006
Evaluation of Proposal and Selection of Vendors	September 05 - 08, 2006
Intended Date for Notice of Intent to Award a Contract	September 12, 2006

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) invites you to submit a proposal for the development of continuums, to provide services that address the needs of children and their families in order to achieve permanency in a more timely manner. This procurement is seeking single, stand-alone Vendors or collaborative Vendors in various areas of the State who are able provide a range of services from moderate care to intensive in-home services, including, basic care, transitional or independent living programs, mothers and infants programs, therapeutic foster care and traditional foster care. The counties identified for continuum pilots and the number of slots per county are as follows: Cullman (10), Jefferson (40), Mobile (30), Lee (10), Montgomery (20), and Madison (20).

Vendors may submit proposals for more than one area but must provide assurances that they will have physical facilities or homes in each area to serve children within their own county or region. Should Vendors submit a proposal for multiple areas, the proposal must indicate the number of slots per area desired. All proposals containing collaborative initiatives must prove that there is a formal, legally acceptable business arrangement in place among the collaborating agencies.

Proposals must explain the Vendor’s expertise or history in the provision of such services or must identify a nationally recognized model that has proven to be successful that will be used in the accomplishment of timely providing services to families and children and, when out-of-home placement is necessary, stepping children down in the restrictiveness of placement through intensive treatment services in the home. Continuum Vendors must provide services to a child or children in an out-of-home setting, when required, and simultaneously provide intensive services to the family to expedite the child(ren)’s safe return home or to some other permanent living arrangement. A more complete description of the services sought for this project is provided in *Section 3, Scope of Project*. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 ELIGIBLE ENTITIES

Eligible entities may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

1.3 CONTRACT TERM

The contract term is for a period of one (1) year beginning **October 01, 2006** and ending **September 30, 2007**. Renewals of the contract, as agreed upon by both parties, may be made at **one**-year intervals, or any interval that is advantageous to the Department, not to exceed a total of **two** years, at the option of the Department.

1.4 POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until the Vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the**

procurement officer. Any unauthorized contact will disqualify the Vendor from further consideration. Contact information for the point of contact is as follows:

Starr Stewart – Policy, Planning and Research
Alabama Department of Human Resources
50 Ripley Street, Room 2344
Montgomery, AL 36130-4000
Telephone Number: (334) 353-4744
E-mail Address: sstewart@dhr.state.al.us

1.5 REQUIRED REVIEW

1.5.1 REVIEW RFP

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the Vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

1.5.2 VENDOR'S QUESTIONS

Vendors with questions or requiring clarification regarding any section of this RFP must submit written questions via e-mail or courier to the procurement officer referenced above on by 3:00 p.m., **Thursday, July 27, 2006**. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.5.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer by the close of business **Thursday, August 03, 2006** to all questions received by the deadline July 27, 2006. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at www.dhr.state.al.us by the close of business on the date listed.

1.6 PRE-PROPOSAL CONFERENCE

An optional Pre-Proposal Conference will be conducted at the **Gordon Persons Building, Auditorium (Plaza Level)** on **Tuesday, August 08, 2006** at **10:00 a.m.** Vendors may use this opportunity to ask clarifying questions or obtain a better understanding of the project or to notify the Department of any ambiguity, inconsistency, or error discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the Department.

1.7 MANDATORY REQUIREMENTS

All requirements described in this RFP are considered mandatory. Vendor's proposals **must** meet all general and mandatory requirements to be eligible for consideration. The Department will determine whether a Vendor's proposal complies with the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.7.1 through 1.7.4 will be deemed non-responsive and no other consideration will be given.

1.7.1 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events and Section 1.9.1 *Required Copies and Deadline for Receipt of Proposals*.

1.7.2 TAXPAYER IDENTIFICATION VERIFICATION

Vendors must include a legible copy of their taxpayer identification letter from the Internal Revenue Service.

1.7.3 DISCLOSURE STATEMENT

Alabama law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama without submission of a completed Disclosure Statement to the Alabama Division of Purchasing. Disclosure Statements may be downloaded from the State Purchasing website at www.purchasing.alabama.gov.

1.7.4 AUTHORIZED VENDOR SIGNATORY

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the applicant to the proposal.

1.8 GENERAL REQUIREMENTS

1.8.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, Vendor agrees to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract.

1.8.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, Vendor agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.8.3 PRIME CONTRACTOR/SUBCONTRACTORS

The prime contractor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The contractor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The Contractor shall be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Any awards made as a result of this document will create a contractual relationship between the Contractor and the Department, not the subcontractor.

1.8.4 VENDOR'S SIGNATURE

An individual authorized to legally bind the organization submitting the proposal must sign the original proposal in ink. The Vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion that would preclude the Department from obtaining the best possible service for the best possible price.

1.9 SUBMITTING A PROPOSAL

1.9.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS

Vendors must submit one (1) original proposal and **seven (7)** copies and one (1) electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor name to:

**Starr Stewart, Policy, Planning and Research
Alabama Department of Human Resources
Gordon Persons Building, Room 2344
50 Ripley Street
Montgomery, AL 36130-4000**

Proposals must subscribe to the section/subsection headings and numbering format as specified in *Section 4 Proposal Format and Instructions*. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP **2006**. ***Proposals must be received at the receptionist's desk of the Policy, Planning and Research by to 12:00 p.m., local time, Thursday, August24, 2006. Prior to due date, proposals may be delivered Monday through Friday between the hours of 8.00 a.m. and 4:30 p.m. Faxed and electronically submitted responses to requests for proposals are NOT accepted.***

1.9.2 FAILURE TO COMPLY WITH INSTRUCTIONS

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that do not follow the format described in Section 4: *Proposal Format and Instructions*, are difficult to understand or read, or are missing any requested information.

1.9.3 TIMELY SUBMITTED PROPOSALS

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

1.9.4 LATE PROPOSALS

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

2.1 VENDOR COMPETITION

In accordance with 45 CFR 74.43, the Department encourages free and open competition among Vendors. Whenever possible, the Department will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Department's need to procure technically sound, cost-effective services and supplies

2.2 NONDISCRIMINATION

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all Vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination

2.3 IMMIGRATION STATUS

Vendor's authorized person(s) within the agency must sign and submit *Appendix D* on the IMMIGRATION STATUS of all workers to be employed for the services described in this procurement. Vendors must attest that all workers will be citizens of the United States or at the time of employment will be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

2.4 PROPOSAL EFFECTIVE PERIOD

All proposals submitted in response to this RFP shall be effective for a 180-day period following the deadline for receipt of proposals as specified in the Schedule of Events and may not be modified, withdrawn or canceled by the Vendor during this period.

2.5 TRADE SECRETS

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a "trade secret" by the Vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from a Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. The Vendor's Legal Counsel must use the Department of Human Resources "Affidavit for Trade Secret Confidentiality" form when requesting the trade secret claim. The affidavit form (*Appendix C*) included in this RFP.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

2.6 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.6.1 PRE-SCREENING

During the pre-screening, proposals will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review they will be classified “responsive” or “non-responsive”. However; proposals may be found non-responsive at any time during the evaluation process if the proposal does not meet the formatting requirements specified in the RFP; if any of the required information is not provided; or the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP. Proposals declared non-responsive, will not receive further consideration.

2.6.2 EVALUATION OF PROPOSALS

All responsive proposals will be evaluation against the stated criteria. However, this does not preclude the Department from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Vendor. In scoring against stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department.

2.7 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION

After receipt of all proposals and prior to the determination of the award, the Department may initiate discussions with one or more Vendors should clarification or negotiation be necessary. Vendors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Vendors should be prepared to send qualified personnel to **Montgomery, Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor’s expense.

2.8 BEST AND FINAL OFFER

The Department reserves the right to request a “best and final offer” for this RFP based on price/cost alone, from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their “best and final offer,” which must include any and all discussed and/or negotiated changes.

2.9 PUBLIC REQUESTS FOR INFORMATION

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available to the public upon requests shortly after the signing of a contract(s) with the exception of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any financial information requested by the Department, unless prior written consent has been given by the Vendor.

2.10 COST OF PREPARING A PROPOSAL

The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract. All costs are the responsibility of the Vendor.

2.11 DEPARTMENT'S RIGHTS RESERVED

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:

2.11.1 PRE-SELECTION DISCRETION

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

2.11.2 POST-SELECTION DISCRETION

Upon selection of a proposal, the Department reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so.

2.11.3 WAIVERS

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines that such award is in the best interest of the Department. Minor irregularities are those which will not have a significant adverse effect on the overall program cost or performance.

2.11.4 NEGOTIATIONS

The Department reserves the right to negotiate with any Vendor whose proposal is within the competitive range, as specified in the RFP with respect to technical plan and cost, as well as to select a Vendor other than the Vendor offering the lowest price.

2.11.5 ADOPTION OF IDEAS

The Department reserves the right to adopt to its use all or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal.

2.11.6 ORAL PRESENTATIONS

The Department reserves the right to require some or all of the Vendors to provide oral presentations of their proposals.

2.11.7 AMENDMENTS

The Department reserves the right to amend the RFP. Except as provided above with respect to "WAIVERS" made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at www.dhr.state.al.us under this RFP link.

2.11.8 NO GUARANTEE OF CONTRACT

Selection of a proposal shall not be binding upon the Department and may or may not, at the Department's sole discretion, result in the Department entering into a contract with the Vendor if it is in the best interest of Department not to proceed with contract execution.

2.11.9 RIGHT TO INVESTIGATE AND REJECT

The Department may make investigations as deemed necessary to determine the ability of the Vendor to perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly

SECTION 2: STANDARD INFORMATION

qualified to carry out the obligations of the contract. This includes the Department's ability to reject the proposal based on negative references.

2.11.10 DISCLAIMER

Issuance of this RFP does not constitute a commitment by the Department to select any proposal submitted in response to the RFP, or to award a contract to any Vendor who responds to this RFP.

Note: All contracts awarded by this Department are subject to review and approval by the Legislative Oversight Committee and the Governor's Office.

SECTION 3: SCOPE OF PROJECT

3.0 PROGRAMMATIC INFORMATION

For the purpose of this procurement, a **continuum** is a dynamic process, which focuses on achieving the outcome of successful permanency for children in a family setting. Continuums have the flexibility to design individualized services that are family driven and youth/child focused. All services should be customized for delivery in the least restrictive manner. It will be expected that when a family is referred to the continuum Vendor, the Vendor will provide the majority of the services that are needed to achieve the permanency outcome. If a child must be removed from the home due to safety issues, the Vendor shall provide the residential or out-of-home care (with the exceptions of intensive residential care, assessment programs, programs for sexual predators, active substance addicts and programs serving the Mentally Retarded/ Developmentally Delayed (MRDD) population) for the child and intensive in-home services for the family until safety issues have been resolved. Continuum Vendors do not have to provide residential services in a facility setting **if** they can meet the needs of those children normally requiring that type of care in an alternate setting, such as intensive foster care, etc. According to Departmental policy, children are considered **safe** when there are no present or impending danger threats or the parent/caregiver has protective capacities that can control existing threats. Children are considered **unsafe** when they are vulnerable to present or impending danger threats and parents/caregivers are unable or unwilling to provide protection. Families may be referred to the continuum Vendors to provide intensive in-home services if it appears that the child's removal from the home is imminent; however, they may not be referred to continuums if appropriate services may be provided to prevent removal through the Family Options program

The **definition of basic, moderate, mothers and infants, and transitional/independent living care, therapeutic foster care** and the types of children they are designed to serve are as follows:

3.0.1 BASIC CARE

Basic Care requires a setting, which provides room, board and a basic array of services for a child with mild and/or occasional emotional and/or behavioral management problems that interfere with the child's ability to function in the family, school and/or community setting in other than a residential environment. This basic type of placement should be limited to children whose needs cannot be met in their own home, traditional foster home, therapeutic foster care home, or children who have reached their treatment goals in a more restrictive setting and are ready to be "stepped down".

Children eligible for this level program may be abused, neglected, or exploited and may exhibit behavioral and/or emotional problems, which range from acting out to withdrawal. Children in this level are basically in good health, although some may require medical attention for minor health conditions. At this level, children typically:

- a. Have behavior which is under control and does not require constant adult supervision
- b. Have peer relations that are generally positive
- c. Are generally compliant with staff and respond favorably to nurturing, structured programs
- d. Do not pose a safety risk to the community or other children in the facility.

3.0.2 MODERATE CARE

Moderate Care requires a setting, which provides room, board and an array of services for a child with moderate and/or serious emotional and/or behavioral management problems that interfere with the child's ability to function in the family, school and/or community setting in other than a residential environment. This moderate type of placement should be limited to children whose needs cannot be met in their own home, traditional foster

home, therapeutic foster care home, basic residential care, or children who have reached their treatment goals in a more restrictive setting and are ready to be “stepped down”.

Children eligible for this level program must have a Diagnostic & Statistical Manual, Fourth Edition (DSM-IV) diagnostic mental illness or be identified by a mental health professional as having at least moderate emotional and/or behavioral problems and be in need of treatment. Children may also have substance abuse needs or have had substance abuse needs and have successfully completed an Alcohol and Drug Treatment Program. Children may be delinquent, chronic runaways, display manipulative behaviors, have difficulty maintaining self-control, display poor self-esteem, have difficulty in securing and maintaining close relationships with others, be habitually truant from school and have difficulty in accepting authority. Children with a history of sexual offenses are eligible if they have successfully completed a sex offender treatment program and/or have been deemed not to pose a serious risk by a recognized sex offender treatment professional.

These children have not responded successfully to less restrictive interventions or have been denied admission or discharged from less intensive placements because of their emotional or behavioral problems. The behavior of these children is not well controlled without constant adult supervision. Some children may be in need of psychotropic medication. Children in this level of placement are basically healthy however; routine medical attention for minor health problems or for monitoring medication may be required.

At this level, children typically:

- a. Have need of clinical treatment to be able to function in school, home, or the community because of multiple problems
- b. Have not responded successfully to less intensive treatment and/or have been denied admission or discharged from various placements because of emotional and behavioral disruption
- c. Have behavior that is not well controlled without constant adult supervision or use of psychotropic medication; basic structure and nurturance are not sufficient.

3.0.3 MOTHERS AND INFANTS

A Mothers and Infants program provides a living arrangement for pregnant teens, which allows the young mother and her infant to remain in the placement after the birth of her child. The program assists with care for the infant during the hours that the young mother is developing her skills in parenting and preparing for independent living. A Mothers and Infants program must meet the portion of the *Minimum Standards for Residential Child Care Facilities* that refers to maternity programs.

3.0.4 TRANSITIONAL (TLP) AND INDEPENDENT (ILP) LIVING

Transitional Living: A transitional Living environment is an alternative living arrangement that provides foster youth (ages 17-21) with opportunities to practice independent living skills in a variety of settings with decreasing degrees of care and supervision.

Independent Living: An Independent Living environment is an alternative living arrangement whereby youth live in community-based housing rather than in a foster home or a group home setting. This living arrangement allows the youth the opportunity to continue the decreased care and supervision needed so that the youth will ultimately be responsible for their own care and will be prepared to live on their own in the same location, when the Department of Human Resources no longer holds custody.

3.0.5 THERAPEUTIC FOSTER CARE

Therapeutic foster care (TFC) is a less restrictive, community-based program for children whose special needs can be met through services delivered primarily by trained therapeutic foster parents working in partnership with the child, the child’s family and the other members of the Individualized Service Planning Team. **TFC is not meant to be a long-term placement option but should be an intervention,** which serves to meet a child’s

specific treatment needs until he/she is able to step-down to a lower level of placement *as determined by the family's ISP*.

Children served in a TFC foster home must have a DSM-IV diagnosis on Axis I that would require the treatment and structure offered through a TFC placement. The diagnosis must have an accompanied behavior, which requires an out-of-home therapeutic foster home setting as determined by the Multi-dimensional Assessment Tool (MAT). Only children who are in the custody of DHR may be served by this contract. Families, whose children are placed in TFC, should be offered services, which are remedial in nature, to enable children to return home or to the home of relatives safely, where continued therapy will be provided to the family as a unit.

All proposals must contain language on how the Vendor will be able to meet the identified needs of children and their families regardless of the current placement type. If Vendors feel that they can meet the needs of a moderate level program in manner other than residential, the proposal must describe in detail how those needs can be met in the less restrictive environment.

3.0.6 INTENSIVE IN-HOME SERVICES

Intensive in-home services (IIHS) is the delivery of treatment and wrap around services within the family'' home setting. Proposals must identify how the program will meet the following criteria and credentialing for IIHS and must fully describe the design of their IIHS program, including intensity, prevention, and re-unification services.

3.1 STAFF QUALIFICATION REQUIREMENTS

Supervisors must possess a Master's degree in the field of social work, psychology, human and child development, counseling, or sociology from a college or university accredited by one of the six regional accrediting associations of the United States with a minimum of 2 years successful full-time, paid supervisory experiences in social services setting (Experience in in-home work is preferred.) or a Bachelor's Degree in social work, psychology, human and child development, counseling or sociology from a college or university accredited by one of the six regional accrediting associations and with a minimum of two (2) years successful full-time, paid supervisory experiences in social services setting, and who is supervised in-house by a supervisor who has a Master degree in the field of social work, psychology, human and child development, counseling, or sociology from a college or university accredited by one of the six regional accrediting associations of the United States with a minimum of 2 years successful full-time, paid supervisory experiences in social services setting and who will be enrolled in a Master's program within six (6) months of employment.

Therapists must possess a LCSW, LGSW, and/or LPC from a college or university accredited by one of the six regional accrediting associations of the United States with two (2) years of proven experience or a Master's Degree in the field of social work, psychology, or counseling with five (5) years of proven experience in family and children's services.

Family Support Workers must possess a Bachelor's degree in the field of social work, psychology, human and child development, counseling or sociology from a college or university accredited by one of the six regional accrediting associations of the United States and a minimum of 1 year of associated experiences.

3.2 NUMBER OF STAFF PER TREATMENT TEAM

Treatment teams must include at least one (1) Supervisor, six (6) Clinical Staff, including Therapists and Family Support Workers (based upon the need of the region). Each team may serve up to forty-eight (48) Families per team (maximum, see restrictions for each worker below).

3.3 STAFF AND CASELOAD RESTRICTIONS

Staff and caseload limits for treatment teams are as follows: Supervisors, a maximum of 4 family support workers; Therapists, a maximum of 12 families per therapist; and Family Support Workers, a maximum of 8 families. *Supervisors will not carry a caseload.*

3.4 AVAILABILITY OF SERVICES

Services must be available 24 hours a day/7 days a week.

3.5 SERVICE DELIVERY

The service delivery process begins when a referral is made by the local County Department of Human Resources to the IIHS agency. Upon referral, DHR must document that the family is being referred for either prevention of placement or for assistance with reunification. Such documentation, as well as other pertinent social history, must accompany the referral.

IIHS workers will be accessible to take referrals from county DHR workers twenty-four (24) hours a day, seven (7) days a week, 365 days a year via telephone, cell phone, pager system and email. At the time of the initial referral, an intake Assessment meeting which meets Medicaid requirements will be completed and a family chart developed by the DHR worker. All referrals will be channeled through the IIHS Supervisor who consults with the IIHS workers regarding available service slots. All referrals received will be listed in chronological order and contacted in the order of referral. The local County DHR IIHS Coordinator will reserve the right to advance a referral on the waiting list deemed to need immediate services. If there are no openings, DHR staff will look for another continuum Vendor. Families needing crisis intervention will not be placed on the waiting list until the crisis has been stabilized.

The IIHS Supervisor will contact the DHR referral worker, within two days of an anticipated opening, to obtain updated information and arrange an initial visit with a new family. Any variation of this procedure must be approved by the local County DHR.

The role, function, hours of provision of services, and length of intervention by the IIHS workers is determined by the needs of the family as defined in the ISP. The IIHS workers will accept 6-8 cases (families). The total number of hours provided by the IIHS workers will include travel time between client family homes and sufficient time for mental health consultation and documentation. The IIHS workers will provide as many hours of in-home intervention as needed and as identified by the ISP team and assessments. The IIHS worker will use flexible work hours to meet the needs of the family. The flexibility of the schedule of the workers will include, but not limited, to availability on a 24-hour, seven (7) days a week basis, 365 days per year.

A case is identified as a family, not as an individual child. Further, even if a child ultimately requires out-of-home placement, the services will continue with the family to help them adjust to this transition and work towards reunification. IIHS cases are based upon a perspective which views the family as a system consisting of all extended family members and support networks within the community. The IIHS workers work with families in their own homes where the problems are occurring and in the community. The IIHS workers seek to develop a family-like bond with all members of the client system to use the “extended family” relationship to help the family learn additional skills that they may use to function more effectively in the future.

IIHS works in partnership with the local County Department of Human Resources and the families served to obtain whatever combination of services, resources and supports necessary in order to help families in their efforts to remain safely together and reach an optimal and effective level of daily functioning.

Family assessment is an on-going process. Services are provided only for as long as services are needed. It is anticipated that treatment through continuum services should last from 9 to 12 months. If it is necessary to exceed the 12 months of service authorization, there must be concurrence from the county director and State DHR.

3.6 SERVICE REQUIREMENTS AND CORE SERVICES

Each level of placement has services identified as core services, which are included in the contract daily rate. The core services apply for the different levels regardless as to whether a child is in a residential facility setting or some other alternate setting. The requirement for licensing would change if an alternate type of out-of-home placement is utilized rather than residential care. The following is a listing of the core services for each service intensity need level:

3.6.1 MODERATE PROGRAMS

3.6.1.1 MODERATE PROGRAM REQUIREMENTS

Vendors implementing moderate programs must:

- a. Be licensed by DHR or DMH, or have one of the following national accreditations: JCAHO, COA, or CARF. (Note: Vendors licensed by DYS must also be licensed by DHR)
- b. Specific admission criteria based upon the definition of children needing moderate services.
- c. Screen referrals to ensure appropriate placements. Assess each child's mental, behavioral and emotional functioning in its living environment, school and community using the MAT on admission, quarterly thereafter and upon discharge. Submit, or share, the assessment with the DHR social worker for the ISP process, to develop goals and strategies to specifically address the preparation of the child for discharge into a less restrictive living environment.
- d. Pre-placement visits as determined appropriate by County/State DHR staff.
- e. Participate and/or provide meaningful input in the ISP process including scheduling and coordinating the child's treatment plan in conjunction with the family's ISP. The following timeline will be maintained: the initial treatment plan developed within 10 days from admission date; the comprehensive treatment plan developed within 30 days from admission date; and, a treatment plan review held every 90 days thereafter. (Note: The discharge plan must be developed at the time of placement.)
- f. Develop an individualized behavioral management plan for the child or youth with input and collaboration with the family's ISP Team. Implement and monitor the behavior management plan.
- g. Staff (rotating & awake) to be available for children 7 days a week, 24 hours a day.
- h. Ensure that staff receives the additional training detailed in Minimum Standards for Residential Child Care Facilities on page 18-19, within the time frames indicated.
- i. Monthly report to referring county DHR describing services provided during the month and the child's progress toward achieving the goals that are outlined in the treatment plan. Progress notes must be received by the 15th day of the following month.
- j. Work with the placing DHR office to ensure that the EPSDT screening is completed according to schedule; update EDS software with the Vendor number and screening dates, as appropriate; provide copy of screening to county DHR.
- k. Ensure that children are receiving needed educational services, including homework assistance (not tutoring), participation in and follow-up on children's IEP's, weekly contact with the schools of the residents, monthly site visits with the schools of residents, transportation to school, and access to alternative educational settings as identified in the ISP.
- l. Ensure that child receives routine and emergency medical care.

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- m. The Vendor/program must make every effort to maintain the placement of a child/youth until the treatment goals are accomplished. Unless there is clear documented evidence that a child is a danger to himself or others, the Vendor must notify the placing agency at least thirty (30) days in advance of a proposed discharge, and an ISP Team meeting must be held prior to discharge.
- n. The ISP team and Vendor must develop a discharge plan to include a recommendation for aftercare, including defined needed services.
- o. Tracking outcome data on a quarterly basis (1st quarter data October – December, 2nd quarter date January – March, 3rd quarter data April – June, and 4th quarter data July – September). The minimum tracking data elements must include: (a) Child's name; (b) child's SSN; (c) County of origin; (d) date of entry; (e) number of days in the facility; (f) discharge date; (g) "stepped" (or moved) to same level of facility, less restrictive, or more restrictive; (h) child, did, or did not, successfully complete the goals & objectives of ISP with this placement; (i) where did the child discharge to (i.e., facility name, relative, home, etc) (j) anticipated needed services after discharge.
- p. Upon the child's immediate discharge, survey the child, the family and the DHR social worker to assess satisfaction of services, care and treatment. Report results quarterly along with any changes implemented as a result of the survey. As a follow up, complete a second survey in approximately 6 weeks with the child, family and social worker. Maintain individual child discharge files at the facility.

3.6.1.2 CORE SERVICES FOR MODERATE PROGRAMS

Vendors implementing moderate programs must provide all of the core services listed below:

- a. Medication monitoring and administration, as appropriate to meet the needs of the individual child.
- b. Provide basic living skills training a minimum of 2 hours daily in accordance with the outcomes identified in the ISP to include, but not limited to: behavioral education, money management, social skills, shopping, healthy lifestyles, stress management and personal hygiene.
- c. Provide local transportation to appointments such as physicians, counseling, extra-curricular, family visits, etc. as identified in the ISP.
- d. Consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the child's or youth's own choosing, e.g. band, various sports, Boy or Girl Scouts, etc. DHR will be responsible for payment of the activity, while the contracting agency will provide the transportation and support for the child's participation.
- e. Provide a minimum of \$5-10 per week allowance based on the child's age and the ISP.
- f. Provide up to \$50 per month for special needs and occasions, e.g. haircuts, feminine hygiene products, oral and body hygiene products, over-the-counter medications, gifts for birthdays, Christmas or other special occasions, etc. Anything above \$50 per month must be paid by the county DHR
- g. Mental Health Consultation with DHR, counselors, teachers, and other persons relevant to foster children not to exceed the daily caps in the Medicaid Rehab Manual and as authorized by the ISP.
- h. A minimum of a bi-weekly contact with the therapist of the child or family to monitor progress or outcomes in counseling.
- i. **SUPPORTIVE SERVICES TO THE FAMILY AS AGREED IN THE ISP. THIS MAY INCLUDE BUT IS NOT LIMITED TO SUPERVISION OF FAMILY VISITATION, PROVIDING SPACE WHERE THE FAMILY CAN VISIT COMFORTABLY, AND FLEXIBILITY OF PROGRAM STRUCTURE THAT ALLOWS FAMILY CONTACT AT TIMES THAT WORK FOR THEM.**
- j. Consistent with the ISP, provide bi-weekly group therapy sessions for children.

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- k. Consistent with the ISP, provide 2 hours per week of tutoring by a person qualified to offer specialized assistance in a certain subject; monitor the tutoring for the achievement of outcomes in the child's educational setting.
- l. Provide up to 4 hours per week of crisis intervention, as needed.
- m. Monthly report to referring county DHR describing services provided during the month and the child's progress toward achieving the goals outlined in the treatment plan. Progress notes must be received by the 15th day of the following month outlining goals achieved from the previous month treatment plan.

3.6.2 BASIC PROGRAMS

3.6.2.1 BASIC PROGRAM REQUIREMENTS

Vendors implementing basic programs must:

- a. Be licensed by DHR or DMH or, have one of the following national accreditations: JCAHO, COA, or CARF. (Note: Vendors licensed by DYS must also be licensed by DHR)
- b. Specific admission criteria based on the definition of children needing basic services.
- c. Screen referrals to ensure appropriate placements.
- d. Pre-placement visits as determined appropriate by County/State DHR staff.
- e. Participate and/or provide meaningful input in the ISP process including scheduling and coordinating the child's treatment plan in conjunction with the family's ISP. The following timeline will be maintained: the initial treatment plan developed within 10 days from admission date; the comprehensive treatment plan developed within 30 days from admission date; and, a treatment plan review held every 90 days thereafter. (Note: The discharge plan must be developed at the time of placement.)
- f. Assist in developing a behavioral management plan for the child or youth.
- g. Staff to be available for children 7 days a week, 24 hours a day.
- h. Ensure that staff receives the additional training detailed in Minimum Standards for Residential Child Care Facilities on page 18-19, within the time frames indicated.
- i. Monthly report to referring county DHR describing services provided during the month and the child's progress toward achieving the goals outlined in the treatment plan. Progress notes must be received by the 15th day of the following month outlining goals achieved from the previous month treatment plan.
- j. Work with the placing DHR office to ensure that the EPSDT screening is completed according to schedule; update EDS software with the Vendor number and screening dates, as appropriate; provide copy of screening to county DHR.
- k. Ensure that children are receiving needed educational services, including homework assistance (not tutoring), participation in and follow-up on children's IEPs, monthly contact with the schools of the residents, quarterly site visits with the schools of residents, transportation to school, and access to alternative educational settings as identified in the family's ISP.
- l. Ensure that child receives routine and emergency medical care.
- m. The Vendor/program must make every effort to maintain the placement of a child/youth until the treatment goals are accomplished. Unless there is clear documented evidence that a child is a danger to himself or others, the Vendor must notify the placing agency at least thirty (30) days in advance of a proposed discharge, and an ISP Team meeting must be held prior to discharge.
- n. The ISP team and Vendor must develop a discharge plan to include a recommendation for aftercare.
- o. Tracking outcome data on a quarterly basis (1st quarter data October – December, 2nd quarter date January – March, 3rd quarter data April – June, and 4th quarter data July – September). The minimum tracking data elements must include: (a) Child's name; (b) child's SSN; (c) County of

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- origin; (d) date of entry; (e) number of days in the facility; (f) discharge date; (g) “stepped” (or moved) to same level of facility, less restrictive, or more restrictive; (h) child, did, or did not, successfully complete the goals & objectives of ISP with this placement; (i) where did the child discharge to (i.e., facility name, relative, home, etc) (j) anticipated needed services after discharge.
- p. Upon the child’s immediate discharge, survey the child, the family and the DHR social worker to assess satisfaction of services, care and treatment. Report results quarterly along with any changes implemented as a result of the survey. As a follow up, complete a second survey in approximately 6 weeks with the child, family and social worker. Maintain individual child discharge survey files at the facility.

3.6.2.2 CORE SERVICES FOR BASIC PROGRAMS

Vendors implementing basic programs must provide all of the core services listed below:

- a. Medication monitoring and administration, as appropriate to meet the needs of the individual child.
- b. Provide basic living skills training a minimum of 1 hour daily in accordance with the outcomes identified in the ISP to include, but not limited to: behavioral education, money management, social skills, shopping, healthy lifestyles, stress management and personal hygiene.
- c. Provide local transportation to appointments such as physicians, counseling, extra-curricular, family visits, etc. as identified in the ISP.
- d. Consistent with the ISP, ensure the child’s involvement in at least one extra-curricular activity of the child’s or youth’s own choosing, e.g. band, various sports, Boy or Girl Scouts, etc. DHR will be responsible for payment of the activity, while the contracting agency will provide the transportation and support for the child’s participation.
- e. Provide a minimum of \$5-10 per week allowance based on the child’s age and the ISP.
- f. Provide up to \$50 per month for special needs and occasions, e.g. haircuts, feminine hygiene products, oral and body hygiene products, over-the-counter medications, gifts for birthdays, Christmas or other special occasions, etc. Anything above \$50 per month must be paid by the county DHR.
- g. Mental Health Consultation with DHR, counselors, teachers, and other professionals relevant to the child not to exceed the daily caps in the Medicaid Rehab Manual and as authorized by the ISP.
- h. A minimum of a monthly contact with the therapist of the child or family to monitor progress or outcomes in counseling.
- i. **SUPPORTIVE SERVICES TO THE FAMILY AS AGREED IN THE ISP. THIS MAY INCLUDE BUT IS NOT LIMITED TO SUPERVISION OF FAMILY VISITATION, PROVIDING SPACE WHERE THE FAMILY CAN VISIT COMFORTABLY, AND FLEXIBILITY OF PROGRAM STRUCTURE THAT ALLOWS FAMILY CONTACT AT TIMES THAT WORK FOR THEM.**

3.6.3 MOTHERS AND INFANTS PROGRAMS

3.6.3.1 MOTHERS & INFANTS PROGRAM REQUIREMENTS

Vendors implementing mothers and infants programs must:

- a. Be licensed by DHR or DMH or, have one of the following national accreditations: JCAHO, COA, or CARF. (Note: Vendors licensed by DYS must also be licensed by DHR);
- b. Specific admission criteria based upon the definition of children needing mothers and infants services;
- c. Screen referrals to ensure appropriate placements;
- d. Pre-placement visits as determined appropriate by County/State DHR staff;

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- e. Participate and/or provide meaningful input in the ISP process including scheduling and coordinating the child's treatment plan in conjunction with the ISP. The following timeline will be maintained: the initial treatment plan developed within 10 days; the comprehensive treatment plan developed within 30 days; and, a treatment plan review held every 90 days thereafter. (Note: The discharge plan must be developed at the time of placement.)
- f. Assist in developing a behavioral management plan for the child or youth;
- g. Staff to be available for children 7 days a week, 24 hours a day;
- h. Ensure that staff receives the additional training detailed in Minimum Standards for Residential Child Care Facilities on page 18-19, within the time frames indicated
- i. Monthly report to referring county DHR describing services provided during the month and the progress of the young mother and infant toward achieving the goals that are outlined in the treatment plan. Progress notes must be received by the 15th day of the following month outlining goals achieved from the previous month treatment plan.
- j. Work with the placing DHR office to ensure that the EPSDT screening is completed according to schedule; update EDS software with the Vendor number and screening dates, as appropriate; provide copy of screening to county DHR
- k. Ensure that children are receiving needed educational services, including homework assistance (not tutoring), participation in and follow-up on children's IEP's, monthly contact with the schools of the residents, quarterly site visits with the schools of residents, transportation to school, access to alternative educational settings as identified in the family's ISP, and access to specialized educational services, e.g. Vocational Rehabilitative Services, GED preparation or Junior College enrollment
- l. Ensure that the young mother and infant receives routine and emergency medical care, including pre-natal and post-natal care
- m. The Vendor/program must make every effort to maintain the placement of a child/youth until the treatment goals are accomplished. Unless there is clear documented evidence that a child is a danger to himself or others, the Vendor must notify the placing agency at least thirty (30) days in advance of a proposed discharge, and an ISP Team meeting must be held prior to discharge.
- n. The ISP team and Vendor must develop a discharge plan to include a recommendation for aftercare.
- o. Tracking outcome data on a quarterly basis (1st quarter data October – December, 2nd quarter data January – March, 3rd quarter data April – June, and 4th quarter data July – September). The minimum tracking data elements must include: (a) Child's name; (b) child's SSN; (c) County of origin; (d) date of entry; (e) number of days in the facility; (f) discharge date; (g) "stepped" (or moved) to same level of facility, less restrictive, or more restrictive; (h) child, did, or did not, successfully complete the goals & objectives of ISP with this placement; (i) where did the child discharge to (i.e., facility name, relative, home, etc) (j) anticipated needed services after discharge.
- p. At discharge a survey will be completed with the child, family and DHR social worker to assess satisfaction with services, care and treatment. At six weeks, the survey will be repeated with the same individuals. The surveys will be maintained in the individual child's file at the facility. A quarterly summary of survey results will be submitted and will include any program changes instituted as a result of the survey process.

3.6.3.2 CORE SERVICES FOR MOTHERS AND INFANTS PROGRAMS

Vendors implementing mother and infant programs must provide all of the core services listed below:

- a. Medication monitoring and administration, as appropriate to meet the needs of the individual child.

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- b. Provide basic living skills training a minimum of 1 hour daily in accordance with the outcomes identified in the ISP to include, but not limited to: behavioral education, money management, social skills, shopping, healthy lifestyles, stress management, personal hygiene and preparation for return to community life.
- c. Provide local transportation to appointments such as physicians, counseling, extra-curricular, family visits, etc. as identified in the ISP.
- d. Consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the youth's own choosing that would nurture interpersonal and/or parenting skills. DHR will be responsible for payment of the activity, while the contracting agency will provide the transportation and support for the child's participation.
- e. Provide a minimum of \$5-10 per week allowance based on the child's age and the ISP.
- f. Provide up to \$50 per month for special needs and occasions, e.g. haircuts, feminine hygiene products, oral and body hygiene products, over-the-counter medications, gifts for birthdays, Christmas or other special occasions, etc. Anything above \$50 per month must be paid by the county DHR.
- g. Mental Health Consultation with DHR, counselors, teachers, and other professionals relevant to foster children up not to exceed the daily caps in the Medicaid Rehab Manual.
- h. A minimum of a monthly contact with the therapist of the youth and/or family to monitor progress or outcomes in counseling.
- i. Supportive services to the family as agreed in the ISP. This may include but is not limited to supervision of family visitation, providing space where the family can visit comfortably, and flexibility of program structure that allows family contact at times that work for them.
- j. Provide a minimum of 1 hour weekly of group or individual counseling regarding decision-making for the youth and her infant, responsibilities of parenthood, and conflict resolution.
- k. Responsible for obtaining or providing child care for the infant during the time that the teen mother is developing her parenting skills and/or preparing for independent living, including the financial responsibility for, up to, 25% of daycare costs, if required or not provided by internal staff

3.6.4 TRANSITIONAL/INDEPENDENT LIVING

3.6.4.1 TRANSITIONAL AND INDEPENDENT LIVING PROGRAM REQUIREMENTS

Vendors implementing transitional and independent living programs must:

- a. Be licensed by DHR
- b. Specific admission criteria based upon the definition of children needing transitional or independent living services
- c. Screen referrals to ensure appropriate placements
- d. Pre-placement visits as determined appropriate by County/State DHR staff
- e. Participate and/or provide meaningful input in the ISP process including scheduling and coordinating the child's treatment plan in conjunction with the family's ISP. The following timeline will be maintained: the initial treatment plan developed within 10 days from admission date; the comprehensive treatment plan developed within 30 days from admission date; and, a treatment plan review held every 90 days thereafter. (Note: The discharge plan must be developed at the time of placement.)
- f. Assist in developing a crisis management plan for the child or youth
- g. Staff to be available for children 7 days a week, 24 hours a day
- h. Ensure that staff receives the additional training detailed in Minimum Standards for Residential Child Care Facilities on page 18-19, within the time frames indicated

- i. Monthly report made to referring county DHR describing services provided during the month and the child's progress toward achieving the goals outlined in the treatment plan. Progress notes must be received by the 15th day of the following month.
- j. Work with the placing DHR office to ensure that the EPSDT screening is completed according to schedule; update EDS software with the Vendor number and screening dates, as appropriate; provide copy of screening to county DHR
- k. Ensure that children are receiving needed educational services, including homework assistance (not tutoring), participation in and follow-up on children's IEPs, monthly contact with the schools of the residents, quarterly site visits with the schools of residents, transportation to school, and access to alternative educational settings as identified in the ISP
- l. Ensure that child receives routine and emergency medical care
- m. Ensure that the following criteria are met for youth in the Independent Living programs:
 - (a) Youth may co-sign the housing lease with the Vendor agency when they are of legal age (Legal age in Alabama is 19 years).
 - (b) Youth may share housing with one (1) other person of the same (or near the same) age and of the same sex. An exception may allow additional siblings to share housing but must be agreed upon by the ISP Team and the Vendor. This exception will depend upon the plan for the child and the availability of housing space for the additional siblings.
 - (c) Youth must have their own bedroom.
 - (d) The child care facility must assist each youth in locating certain articles and supplies for furnishing their home. The articles and supplies may be new or used, but must be in good condition and be inventoried. The articles and supplies must include, at a minimum: bed and bed linens; dining table and chairs; living or sitting room furniture; stove and refrigerator; kitchen furnishings (e.g., pots, pans, cooking and eating utensils); and telephone
- n. All youth and the Vendor agency must adhere to DHR's *Telephone and Mail Contacts* policy. The telephone may be limited to local calling if a "calling plan" or "calling card" is provided for youth to contact parents, relatives, siblings, and other pertinent individuals who live outside the local calling area.
- o. All youth must have 24/7 telephone access to independent living program staff and an alternative placement must be available in the event the independent living placement is unsuccessful.
- p. Program staff supervising youth in independent living placements must evaluate, at a minimum, all youth's: safety, health, and overall well-being; ability to manage school and work responsibilities without daily supervision; ability to follow program and landlord rules; ability to use good judgment in daily activities; and overall progress toward goals and desired outcomes.
- q. The frequency of face to face supervision may vary due to many factors (e.g., readiness for independence; living arrangements chosen; presence or availability of other adults; other factors unforeseen until after placement); however, the following supervisory schedule, at a minimum, must be followed during the first eight (8) weeks in placement.

1 st Week	Daily Supervision
2 nd through 4 th Weeks	Twice A Week Supervision (once after hours and/or on weekends)
5 th through 8 th Week	Once A Week

After the eighth (8th) week, random face-to-face supervision must occur no less than once per month.
- r. The Vendor/program must make every effort to maintain the placement of a child/youth until the treatment goals are accomplished. Unless there is clear documented evidence that a child is a

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- danger to himself or others, the Vendor must notify the placing agency at least thirty (30) days in advance of a proposed discharge, and an ISP Team meeting must be held prior to discharge.
- s. The ISP team and Vendor must develop a discharge plan to include a recommendation for aftercare.
 - t. Tracking outcome data on a quarterly basis (1st quarter data October – December, 2nd quarter data January – March, 3rd quarter data April – June, and 4th quarter data July – September). The minimum tracking data elements must include: (a) Child's name; (b) child's SSN; (c) County of origin; (d) date of entry; (e) number of days in the facility; (f) discharge date; (g) "stepped" (or moved) to same level of facility, less restrictive, or more restrictive; (h) child, did, or did not, successfully complete the goals & objectives of ISP with this placement; (i) where did the child discharge to (i.e., facility name, relative, home, etc) (j) anticipated needed service after discharge).
 - u. Upon the child's immediate discharge, survey the child, the family and the DHR social worker to assess satisfaction of services, care and treatment. As a follow up, complete a second survey in approximately 6 weeks with the child, family and social worker. Maintain individual child discharge files at the facility.

3.6.4.2 CORE SERVICES FOR TRANSITIONAL AND INDEPENDENT LIVING PROGRAMS

Vendors implementing transitional and independent living programs must provide all of the core services listed below:

- a. Medication monitoring and administration, as appropriate to meet the needs of the individual child.
- b. Provide basic living skills training a minimum of 1-hour daily (experiential activities included) to include those listed below. Skill building must be tailored to a youth's current level of functioning. Skills include: preparing meals; doing laundry; cleaning the home; living cooperatively with other housemates or neighbors; controlling guests behavior; handling basic maintenance, simple repairs, and how to call the landlord about problems; creating and maintaining order in a living space; training in basic first aid; obtaining and using transportation to needed resources; safe use of household appliances; identify safe and affordable housing; negotiate a lease; meet the obligations of a lease or housing contract; present oneself to a landlord; prevent actions that might lead to an eviction; and know landlord/tenant rights and responsibilities, including handling landlord/tenant complaints.
- c. Provide local transportation to appointments such as physicians, counseling, extra-curricular, family visits, etc. as identified in the ISP.
- d. Consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the child's or youth's own choosing. DHR will be responsible for payment of the activity, while the contracting agency will provide the transportation and support for the child's participation.
- e. Provide a minimum of \$5-10 per week allowance based on the child's age and the ISP
- f. Provide up to \$50 per month for special needs and occasions, e.g. haircuts, feminine hygiene products, oral and body hygiene products, over-the-counter medications, gifts for birthdays, Christmas or other special occasions, etc. Anything above \$50 per month must be paid by the county DHR
- g. Mental Health Consultation with DHR, counselors, teachers, and other professionals relevant to foster children not to exceed the daily caps in the Medicaid Rehab Manual and as authorized by the ISP.
- h. A minimum of a quarterly contact with the therapist of the child or family to monitor progress or outcomes in counseling.

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- i. Supportive services to the family as agreed in the ISP. This may include but is not limited to supervision of family visitation, providing space where the family can visit comfortably, and flexibility of program structure that allows family contact at times that work for them.

3.6.4.2.1 Additional Core Services for Independent Living Placements

In addition to the combined core services for both Transitional and Independent living the following core services are to be provided to youth that are in an Independent Living placement.

- a. A realistic living experience in which they can take full responsibility for themselves (e.g., their own living space; time management; food preparation; leisure activities);
- b. Experience with the natural consequences of daily actions and decision;
- c. Life skills practice while having access to staff for support and advice;
- d. Ability to determine needed areas of support before emancipation or transfer to a less supervised living arrangement;
- e. Daily social contacts;
- f. Emotionally adjusting to the difference between this living situation and previous ones and to the loneliness that may occur due to the change in living situations;
- g. Practice in living alone;
- h. Use of emergency medical procedures;
- i. Negotiating a rental agreement;
- j. Use of leisure time;
- k. Practice in money management and budgeting;
- l. Experience in shopping, food preparation, and consumer skills.

3.6.5 THERAPEUTIC FOSTER CARE

3.6.5.1 SERVICES TO FOSTER CHILDREN FROM THE TFC VENDOR

TFC Vendors must provide all of the services listed below to the children in their programs:

- a. *Matching process for children and their families identifying needs of the child/family and strengths of prospective TFC parents for initial placements and moves within a TFC program. This includes a screening process to determine if a TFC referral is appropriate for therapeutic foster care services.
- b. *Pre-placement visits. As placements in TFC homes should not be a crisis placement, pre-placement visits should occur to make sound decisions for appropriate matching. Pre-placements visits must be documented as such in the child's and foster parent records at the TFC agency.
- c. *Schedule and coordinate the child's treatment plan; initial treatment plan within 10 days, comprehensive treatment plan within 30 days and reviews every 90 days. All treatment plans developed by the agency should be coordinated with the DHR county social worker and based upon the goals established in the child's Individualized Service Plan (ISP). The TFC agency is required to obtain a copy of the Comprehensive Family Assessment/Intake Evaluation form and an ISP from the referring county DHR office. **(DHR staff is required to complete Intake Evaluations on all children in TFC placements. Copies of the assessment and ISP MUST be provided to TFC agencies within 10 days.)**
- d. *Individual, weekly visit with the TFC child. **(This contact does not negate the requirement for DHR staff to make face-to-face contact minimally once per month with children in TFC placements.)**
- e. Monthly face-to-face or telephone contact with school (minimum) to monitor the child's progress.
- f. Monthly face-to-face or telephone contact with child and/or family therapist (minimum) to monitor progress in counseling.

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- g. *Assist in referral to other programs/services the TFC child may need, as identified in the family's ISP, including the coordination of transportation to appointments, family visits and activities.
- h. Assist the child with the development or maintenance of skills by the provision of no more than 18 hours weekly of individual basic living skills training and no more than 5 hours per week of group basic living skills training to include but not limited to behavior education, money management, shopping, healthy lifestyles, stress management, meal preparation, personal hygiene, housekeeping, medication management, laundry and using public transportation. Individual goals in each of these therapeutic areas must be taken from needs identified as deficits for the child and should be authorized in the context of the ISP.
- i. Coordinate the child's involvement in at least one extracurricular activity, e.g., band, karate, various sports, Boy or Girl Scouts, etc. per the family's ISP. **(This does not include paying for the activity or materials required in the performance of the activity. DHR shall be responsible for payment of the activity from flex or other available local funds.)**
- j. *Attend ISPs and IEPs along with the child and therapeutic foster parents.
- k. Assist in the development of independent living skills, as identified in the ISP. **(DHR shall accept the fiscal responsibility for purchasing individual items to accomplish ILP goals.)**
- l. Provide monthly group therapy (counseling) sessions for TFC children by a qualified child and adolescent services professional in a face-to-face interaction where interventions are tailored toward achieving specific goals and/or objectives as identified in the family's ISP.
- m. Provide five hours per week of crisis intervention services, as needed, to alleviate a crisis for the child or to assist the family to alleviate a crisis for the child.
- n. *Discharge planning must be a part of the agreement/ISP when a child first enters care with the TFC program.
- o. Maintain a no-reject/no-eject policy for children who meet program criteria.
- p. Provide a 14 day notice in the event a disruption should occur, as appropriate to the child's health and welfare.
- q. Regularly administer outcome measures, at a minimum of every 90 days.
- r. Monthly report to DHR describing services provided during the month and the child's progress toward achieving goals that are outlined in the treatment plan.
- s. Maintain regular communication with DHR, counselors, teachers and other persons relevant to the child that is being served by the program.
- t. Quality assurance component, which includes outcomes, measures for all children in the TFC program
- u. Ensure program compliance with Minimum Standards for Child Placing Agencies, Minimum Standards for Foster Family Homes, and the Therapeutic Foster Care Manual.
- v. *Assistance in creating a behavior management plan for the child with the other members of the ISP team. All TFC agencies must maintain staff that have expertise in the development of such plans. **(DHR shall assume the responsibility that behavioral management plans have been completed on all children that require them.)**
- w. *Participation in the ISP team in determining goals for children and their families, including allowances, need for clothing, observance of special occasions, etc. **(DHR shall be fiscally responsible for clothing, allowances, gifts for special occasions, etc. Copies of the assessment and ISP MUST be provided to TFC agencies within 10 days)**

3.6.5.2 SERVICES TO TFC FAMILIES FROM THE TFC VENDOR

TFC Vendors must provide all of the services listed below to the families of children in their programs:

- a. Daily difficulty of care payment as identified in the contract between the agency and the foster parent. A minimum daily rate of \$16.00 per day is required. There is no requirement regarding the maximum a foster parent may be paid as a daily rate for care. All contracts between foster

parents and the TFC agency are considered subcontracting arrangements and, therefore, require prior approval from State DHR. The standard document, not each individual document, is subject to this approval.

- b. Forty hours pre-service training, including GPS, to TFC families prior to licensure.
- c. Twenty-four hours of annual training to each TFC parent.
- d. Monthly support group/meeting for therapeutic foster parents.
- e. Ensure homes comply with Minimum Standards for Foster Family Homes.
- f. Conduct annual license renewal and semi-annual visits.
- g. Weekly face-to-face contact/support to foster families to strengthen their ability to provide a safe nurturing environment for the child.
- h. On-call crisis intervention.
- i. Forty-eight hours respite per month. For respite periods longer than 48 hours, the agency and foster parents must have in their contractual agreement how respite will be paid. The county department will not be billed for respite.
- j. *Reimbursement for mileage to the TFC child's appointments, visits, etc. if the destination is outside a fifty (50) mile radius from the foster home. **(For special circumstances, which are clearly delineated in the ISP on rare occasions, county departments may authorize mileage to be paid through the county department.)**
- k. Assistance with transportation of child, when needed.
- l. Assistance with and ensuring that required Medicaid documentation of provided billable services is being properly maintained and in compliance with all policy and billing guidelines per the Medicaid Vendor Manual, Medicaid Rehabilitative Services, Chapter 105.
- m. Have staff available to TFC families and children 7 days per week, 24 hours per day.

***All items with an (*) require intense collaboration with DHR.**

DHR will be responsible for many services that have traditionally been provided by TFC Vendors. These are highlighted in BOLD within the bulleted section above. Should the ISP team agree that these services are needed, and the TFC agency agrees to provide them, they must be authorized by the ISP document and an 1878 completed to authorize payment. All services, whether core or ancillary, must be authorized by the ISP document with outcomes identified to a specific area of need.

3.6.5.3 CORE SERVICES FOR STEP-DOWN TFC CATEGORY OF CARE (contingent on 50% reduction in TFC Vendor's daily rate for Step-Down TFC category of care)

3.6.5.3.1 Services to Foster Children from the TFC Agency

- a. *Matching process for children and their families identifying needs of the child/family and strengths of prospective TFC parents for initial placements and moves within a TFC program. This includes a screening process to determine if a TFC referral is appropriate for therapeutic foster care services.
- b. *Schedule and coordinate the child's treatment plan; initial treatment plan within 10 days, comprehensive treatment plan within 30 days and reviews every 90 days. All treatment plans developed by the agency should be coordinated with the DHR county social worker and based upon the goals established in the child's Individualized Service Plan (ISP). The TFC agency is required to obtain a copy of the Comprehensive Family Assessment/Intake Evaluation form and an ISP from the referring county DHR office. **(DHR staff is required to complete Intake Evaluations on all children in TFC placements. Copies of the assessment and ISP MUST be provided to TFC agencies within 10 days.)**
- c. *Individual, *bi-weekly* visit with the TFC child. **(This contact does not negate the requirement for DHR staff to make face-to-face contact minimally once per month with children in TFC placements.)**

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- d. Quarterly face-to-face or telephone contact with school (minimum) to monitor the child's progress.
- e. Quarterly face-to-face or telephone contact with child and/or family therapist (minimum) to monitor progress in counseling.
- f. *Assist in referral to other programs/services the TFC child may need, as identified in the family's ISP, including the coordination of transportation to appointments, family visits and activities.
- g. Assist the child with the development or maintenance of skills by the provision of no more than 9 hours weekly of individual basic living skills training and no more than 3 hours per week of group basic living skills training to include but not limited to behavior education, money management, shopping, healthy lifestyles, stress management, meal preparation, personal hygiene, housekeeping, medication management, laundry and using public transportation. Individual goals in each of these therapeutic areas must be taken from needs identified as deficits for the child and should be authorized in the context of the ISP.
- h. Coordinate the child's involvement in at least one extracurricular activity, e.g., band, karate, various sports, Boy or Girl Scouts, etc. per the family's ISP. **(This does not include paying for the activity or materials required in the performance of the activity. DHR shall be responsible for payment of the activity from flex or other available local funds.)**
- i. Attend ISPs and IEPs along with the child and therapeutic foster parents.
- j. *Provide family support with birth family/supervise family visitation as outlined in the ISP/Treatment Plan. This support includes the provision of services to assist the child's family members to understand the nature of the child's illness and how to help the child be maintained in the community by providing education about the child's illness, expected symptoms, medication management, parenting support, therapeutic visitation support, educational advocacy and/or to encourage school success, as identified in the family's ISP. It is expected that if the child's permanent plan is to return home, more time may be spent in family support when a child has reached a step-down level. **(DHR has the responsibility to recruit traditional foster homes for children for whom return to home or placement with relatives is not an option. It is not expected that all children in TFC shall step-down within the TFC program.)**
- k. Assist in the development of independent living skills, as identified in the ISP. **(DHR shall accept the fiscal responsibility for purchasing individual items to accomplish ILP goals.)**
- l. Provide group therapy (counseling) sessions, only as needed, for TFC children by a qualified child and adolescent services professional in a face-to-face interaction where interventions are tailored toward achieving specific goals and/or objectives as identified in the family's ISP.
- m. Provide 3 hours per week of crisis intervention services, as needed, to alleviate a crisis for the child or to assist the family to alleviate a crisis for the child.
- n. *Discharge planning.
- o. Maintain a no-reject/no-eject policy for children who meet program criteria.
- p. Provide a 14 day notice in the event a disruption should occur, as appropriate to the child's health and welfare.
- q. Regularly administer outcome measures, at a minimum of every 90 days.
- r. Monthly report to DHR describing services provided during the month and the child's progress toward achieving goals that are outlined in the treatment plan.
- s. Maintain regular communication with DHR, counselors, teachers and other persons relevant to the child that is being served by the program.
- t. Quality assurance component, which includes outcomes, measures for all children in the TFC program

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- u. Ensure program compliance with Minimum Standards for Child Placing Agencies, Minimum Standards for Foster Family Homes, and the Therapeutic Foster Care Manual.
- v. *Assistance in creating a behavior management plan for the child with the other members of the ISP team. All TFC agencies must maintain staff that have expertise in the development of such plans. **(DHR shall assume the responsibility that behavioral management plans have been completed on all children that require them.)**
- w. *Participation in the ISP team in determining goals for children and their families, including allowances, need for clothing, observance of special occasions, etc. **(DHR shall be fiscally responsible for clothing, allowances, gifts for special occasions, etc. Copies of the assessment and ISP MUST be provided to TFC agencies within 10 days)**

3.6.5.3.2 Services to TFC Families From the TFC Agency:

- a. Daily difficulty of care payment as identified in the contract between the agency and the foster parent which is no less than ½ the rate for comprehensive TFC. A minimum daily rate of \$8.00 per day is required. There is no requirement regarding the maximum a foster parent may be paid as a daily rate for care. All contracts between foster parents and the TFC agency are considered subcontracting arrangements and, therefore, require prior approval from State DHR. The standard document, not each individual document, is subject to this approval.
- b. Twenty-four hours of annual training to each TFC parent.
- c. Monthly support group/meeting for therapeutic foster parents.
- d. Ensure homes comply with Minimum Standards for Foster Family Homes.
- e. Conduct annual license renewal and semi-annual visits.
- f. **Bi-weekly** face-to-face contact/support to foster families to strengthen their ability to provide a safe nurturing environment for the child.
- g. On-call crisis intervention.
- h. Twenty-four (24) hours respite per month. For respite periods longer than 48 hours, the agency and foster parents must have in their contractual agreement how respite will be paid. The county department will not be billed for respite.
- i. *Reimbursement for mileage to the TFC child's appointments, visits, etc. if the destination is outside a fifty (50) mile radius from the foster home. **(For special circumstances, which are clearly delineated in the ISP on rare occasions, county departments may authorize mileage to be paid through the county department.)**
- j. Assistance with transportation of child, when needed.
- k. Assistance with and ensuring that required Medicaid documentation of provided billable services is being properly maintained and in compliance with all policy and billing guidelines per the Medicaid Vendor Manual, Medicaid Rehabilitative Services, Chapter 105.
- l. Have staff available to TFC families and children 7 days per week, 24 hours per day.

***All items with an (*) require intense collaboration with DHR.**

DHR will be responsible for many services that have traditionally been provided by TFC Vendors. These are highlighted in BOLD within the bulleted section above. Should the ISP team agree that these services are needed, and the TFC agency agrees to provide them, they must be authorized by the ISP document and an 1878 completed to authorize payment. All services, whether core or ancillary, must be authorized by the ISP document with outcomes identified to a specific area of need.

3.6.6 TRADITIONAL FOSTER CARE

3.6.6.1 TRADITIONAL FOSTER CARE PROGRAM REQUIREMENTS

- a. Must ensure that all foster homes meet the *Minimum Standards for Foster Family Homes*

- b. Must have monthly contact with foster parents to provide support services, as needed or identified in the ISP

3.6.6.2 INTENSIVE IN-HOME SERVICES

3.6.6.2.1 Core Services

Note: Everything needs to be based on the needs identified in the ISP and based on ISP team decisions

- a. Schedule and coordinate the child's treatment plan: initial treatment plan within 10 days, comprehensive treatment plan within 30 days and reviews every 90 days. All treatment plans developed by the agency should be coordinated with the DHR county social worker and based upon the goals established in the child's Individualized Service Plan (ISP). The IIHS agency is required to obtain a copy of the Comprehensive Family Assessment/Intake Evaluation form and an ISP from the referring county DHR office. ***Copies of the intake evaluation or comprehensive family assessment, with adequate information for intake evaluation purposes, and ISP MUST be provided to IIHS agencies within 10 days. DHR staff is required to complete and update regularly CFA's on all families referred for IIHS incorporating the information obtained by the IIHS agency into the document.***
- b. Include discharge planning from point of admission through point of discharge with emphasis on moving toward independent stability, safety and/or permanency as quickly as possible.
- c. Provides two, or more as needed, in-home face to face contacts per week with the family to examine family relationships, roles and dynamics, and how these issues impact family functioning including those contacts by a therapist or family support worker, based on needs as identified by the ISP/ISP team.
- d. Face-to-face or telephone contact with school, once per month or more as needed, to monitor the child's progress.
- e. Monthly face-to-face or telephone contact with the child's family therapist, if external to IIHS, mental health Vendors or other Vendors working with the family to monitor progress in counseling.
- f. Assist in the referral to other programs/services, advocate for the child and family by accompanying them to appointments as identified in the family's ISP including the coordination of transportation, family visits and activities.
- g. Provide education and support to enhance the child and family's ability to function independently by assisting the family with locating and appropriately utilizing community resources, services and activities (e.g., housing, food, clothes, shelter, transportation.)
- h. Assist the child with the development or maintenance of skills of individual basic living skills training and no more than 5 hours per week of individual and/or group basic living skills training to include but not limited to behavior education, money management, shopping, healthy lifestyles, stress management, laundry and using public transportation. Individual goals in each of these therapeutic areas must be taken from needs identified as deficits for the child and should be authorized in the context of the ISP

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- i. Provide family support with birth family/supervise family visitation as outlined in the ISP/Treatment Plan. This support includes the provision of services to assist the child's family members to understand the nature of the child's and how to help the child be maintained in the community by providing education about the child's illness, expected symptoms, medication management, parenting support, therapeutic visitation support educational advocacy and/or to encourage school success, as identified in the family's ISP.
- j. Attend ISP's, IEPs, Court Hearings and other appointments along with the child and family to assure coordination of services, including assistance in getting the family/child to meetings or appointments when necessary.
- k. Provide monthly report to DHR describing services provided during the month and the child and family's progress toward achieving goals that are outlined in the treatment plan.
- l. Provide progress summary/report to DHR worker prior to any Family Court hearing, documenting progress and making recommendations based on current level of functioning.
- m. Assistance in creating a behavior management plan for the child with the other members of the ISP team. All IIHS agencies must maintain staff that has expertise in the development of such plans. **(DHR shall assume the responsibility of completing behavioral management plans on all children that require them.)**
- n. Participate in the development of the Safety Plan as needed.
- o. Provide crisis intervention services, as needed, to alleviate a crisis for the child or to assist the family to alleviate a crisis for the child on a 24 hours/7days a week basis.
- p. Maintain a no-reject/no-eject policy for children and families who meet program criteria.
- q. Weekly consultation with DHR and an immediate response in the event health or safety issues poses a threat to the child.
- r. Assistance with and the insurance that required Medicaid documentation of provided billable services is being properly maintained and in compliance with all policy and billing guidelines per the Medicaid Vendor Manual, Medicaid Rehabilitative Services, Chapter 105.

3.7 ROLES OF DHR AND IIHS

As it relates to roles, ultimately, DHR is the case manager for the case.

3.7.1 DHR ROLES

- a. DHR will be responsible for coordinating the scheduling and holding of the ISP with the document distributed within 10 working days.
- b. DHR will work with the IIHS agency on the development of the treatment plan and for a regular review of the plan.
- c. DHR will be responsible for assuring that all services to be provided are included in the ISP including the core services that are appropriate for the case. DHR is also responsible for assuring that all pertinent team members attend the ISP including the IIHS staff.

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- d. The DHR worker will confirm with the family the acceptance of the services deemed necessary for the family and will arrange for a time of introduction of the IIHS staff to the family where responsibilities and roles are discussed – Within 48 hours of admission the DHR worker will contact the family to schedule a face to face in-home initial visit as soon as possible but not to exceed 4 working days or sooner if needed
- e. DHR staff will complete the intake evaluation prior to referral and will share this and other pertinent information with the IIHS agency.
- f. DHR will responsible for assuring that the IIHS agency has a copy of the ISP if one already exists and is responsible for assuring that the IIHS agency participates in the ISP.
- g. DHR staff will be required to make a monthly face to face contact with each child and family.
- h. DHR will participate in conferences with the school, including the parents, the IIHS worker, and particularly when problems have been identified that need resolution
- i. DHR will be responsible for assuring that reports from the IIHS agency are received in a timely manner if problems have arisen that reports are not received, should assure that the weekly consultations with the IIHS agency are held.
- j. The DHR worker will also review the reports to determine that adequate progress is being made by the family and to assure that the appropriate supports are in place.
- k. DHR will review the therapist's reports and will schedule an ISP if there are significant requirements for a child/family that are not being addressed by the services that are being provided. DHR should also participate in the counseling sessions as the need arises
- l. The DHR worker will assist in the coordination of services to address the needs of the family.
- m. DHR will work with the IIHS agency to develop crisis plans and safety plans that are deemed necessary to support the family and assure safety for children.
- n. DHR has its own QA component as it relates to the local QA committee and case review process.
- o. DHR will assist the IIHS agency in gaining access to the policies that direct the work of the agency.

3.7.2 ROLES OF IIHS WORKERS

- a. The IIHS worker is responsible for completion of all assigned tasks in the ISP.
- b. The IIHS worker actively participants in the ISP.
- c. The IIHS worker/staff is responsible for meeting the requirements listed in the core services, including by not limited to maintaining a no-reject/no-eject policy for families who meet the program criteria
- d. The IIHS worker is responsible for preparing monthly comprehensive reports that are current, accurate, meaningful, are behaviorally specific and describe barriers/outcomes

SECTION 3: SCOPE OF PROJECT

- e. The IIHS agency is responsible for recruiting candidates for the various positions that are part of the contract and for coordinating with DHR on the suitability of the various candidates.
- f. After the family has agreed to the service intervention, The IIHS agency will accompany the DHR worker to the home at the point of first introduction to the family and will participate in a discussion of the plan for the family
- g. The IIHS agency will receive and review the intake evaluation and depending on the other information available from DHR may coordinate the pulling together of information to complete the CFA.
- h. IIHS staff are required to be available to the families 24 hours per day 7 days per week and should be available to provide crisis intervention as needed.
- i. The IIHS staff members are required to have contact with the schools to monitor the child's progress and to make reports on progress to DHR once per month. Any contacts should include involving the parents in the discussions.
- j. The IIHS staff can call an ISP if one is deemed necessary but has not been scheduled.
- k. Provides two, or more as needed, in-home face to face contacts per week with the family to examine family relationships, roles and dynamics, and how these issues impact family functioning including those contacts by a therapist or family support worker, based on needs as identified by the ISP/ISP team.
- l. The IIHS staff will assist in making referrals to other programs/services to address the needs identified for the child/family and will monitor those services to be sure that they are meeting the needs.
- m. The IIHS staff will work with the family to arrange for community and family supports that will support independence of the family from agency involvement.
- n. The IIHS staff will schedule and coordinate the family treatment plan as per the information in the core services up to and including discharge from the program.
- o. The IIHS staff members are responsible for working with the local DHR office and SDHR to resolve any concerns that are identified.
- p. While DHR has the responsibility for developing a behavior management plan for children needing them, the IIHS agency should assist in the development and monitoring of this plan with all participants.
- q. IIHS agency will work with DHR to develop crisis plans and safety plans that are deemed necessary to support the family and assure safety for children.
- r. The IIHS agency will conduct QA activities, including outcome measures, for the services/programs being providing and will share this information with DHR. Outcome measures will be administered every 90 days.

- s. The IIHS agency will be familiar with pertinent DHR policies related to the service provision, planning with families.

3.8 MOVEMENT WITHIN THE CONTINUUM AND CASE MANAGEMENT

Each proposal must clearly delineate how the Multi-dimensional Assessment Tool (MAT) and the Individualized Service Plan (ISP) process will be integrated into movement within the continuum, from the referral protocol to discharge planning. A very detailed process should be outlined to indicate expected lengths of stay for each level of service provided, understanding that all services are to be individualized according to the needs of individual children. Proposals should outline how case management will be coordinated between the agency and the county DHR office.

3.9 EJECT/REJECT POLICY

Each proposal must define how the program will meet the following criteria for rejections and ejection from the program. (Just a statement that they will not occur will not suffice for explanation of how these requirements will be met.)

Rejections: A Vendor will be able to reject no more than 15% of the referrals in any calendar year, except when it can be documented that there are no available slots. This percentage will be re-evaluated at the end of twelve (12) months to determine whether the percentage should change or not.

Ejection: A Vendor will be allowed to eject a child from the program for the following reasons: attempted suicide or validated threats, homicidal attempts or validated threats, the need for intensive substance abuse treatment, or substantial destruction of property in the amount of \$5000 or more and which will jeopardize the health or safety of other residents.

3.10 AFTERCARE

Aftercare is the time period during which the Vendor is tracking to ensure that a permanent placement is viable so that the child will not enter care. If a child must re-enter care during this time, it will be at no additional cost to the Department. The period of aftercare established by the Department is three (3) months. Proposals must indicate how aftercare will be accomplished and what services will be provided during the aftercare period.

3.11 OUTCOMES

It is a requirement that at least 80% of children placed in permanent living environments and supported by services offered through proposals responding to this RFP remain stable at the one-year anniversary of their discharge from the program. It is also a requirement that 80% of the children being served by the in-home prevention teams shall remain in their own homes or in the placement in which services were provided twelve months after the discharge from the program. Proposals must indicate what remedial measures a program will take if these outcomes are not attained, as well as how the program will ensure that successes in placements will improve above this threshold, once the program has become established. Vendors accomplishing a higher rate of stabilization may receive additional slots, if needed; and Vendors not meeting this threshold may receive a reduction in the contracted slots that they may provide.

3.12 QUALITY ASSURANCE

Proposals must clearly identify the quality assurance process that will be developed and implemented in the delivery of continuum services. The process must include staff that will be used in quality assurance assessment, as well as what model will be used. Vendors may choose to submit a copy of their quality assurance plan with the proposal.

3.13 TRACKING

Each proposal must contain specific language on how a Vendor will track the children or youth who have received services through their program and how they plan to report to the Department the statistics received from the tracking. Tracking for each family served by the continuum must be for no less than twenty-four (24) months. Proposals must indicate the areas that will be tracked and what outcomes are expected in each of the areas. Selected Vendors will be required to provide all reports to county and State DHR that are required in case management and tracking for service utilization.

3.14 MEDICAID BILLING

Proposals must indicate that the Vendor is able to bill Medicaid for 40% of the daily rate. Vendors must submit in their budget a daily rate for services that should include any needed out-of-home placement costs, as well as costs for simultaneous delivery of in-home services for the families of children placed outside the home.

3.15 COLLABORATION WITH DHR

Each proposal must describe how the agency will ensure that the county DHR case worker and the agency case manager for the family will meet monthly to de-brief cases to ensure that barriers to goal accomplishment are identified and that progress is being made. Proposals must identify how identified barriers will be incorporated into Quality Assurance/Quality Improvement programs to address how improvements in service delivery can be made.

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

4.0 PROPOSAL REQUIREMENTS

Proposals must meet all requirements as specified in this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications, and statements paraphrasing the specifications are considered inadequate as are phrases such as “industry standards will be adhered to” and/or “standard procedures will be implemented”, or “research-based models will be used”. Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

4.1 COMPLETENESS OF PROPOSALS

Selection(s) and award(s) will be based on the Vendor’s proposal and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the Vendor being disqualified from further consideration.

4.2 PROPOSAL FORMAT

Proposals must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12 and printed/copied onto standard (8½ x 11) white typing/copier paper. *Paragraphs must be double spaced.* All proposals must include labeled tabs that correspond with the bolded sections and subsections to which the information pertains. Vendors should avoid the use of elaborate presentations and binding materials beyond that sufficient to present complete and effective proposals.

4.2.1 COVER SHEET

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the Vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the Vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the Vendor (do not number this page). Vendors must also provide their Federal Employer Identification Number. The Vendor must denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

4.2.2 TABLE OF CONTENTS

The Cover Sheet should be followed by the “**Table of Contents**”, which should list all sections, subsections and page numbers.

4.2.3 TAXPAYER IDENTIFICATION NUMBER

The Table of Contents should be followed by the completed and signed “**Request for Taxpayer Identification Number**” form (*Appendix B*). All items on this form must be completed. (Do not number this page).

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

The Request for Taxpayer Identification Number form should be followed by a copy of all required **Licenses, Certificates, and/or Credentials** or a copy of a completed license application form submitted by the deadline specified in this RFP.

4.2.5 TECHNICAL PROPOSAL

Copies of Licenses/Certificates/Credentials should be followed by the **Technical Proposal**. Numbering of the proposal pages should begin with page 1 of the Technical Proposal. Page numbers should be placed in the left corner of the bottom margin. The Technical Proposal **must not exceed 50 pages**, and must prescribe to sections **4.2.5.1** through **4.2.5.4.6** below:

4.2.5.1 VENDOR QUALIFYING INFORMATION

4.2.5.1.1 Vendor Profile and Experience

The Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. The Vendor must list all names it has used when conducting business. The Vendor must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. The Vendor must provide an organizational profile including: board of directors, number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company).

4.2.5.1.2 References

The proposing Vendor must provide a minimum of three (3) references for which it has performed similar services. In addition, the Vendor must provide a list, if any, of all current and past contracts with the Department and other state agencies including colleges/universities within the previous three-year period. These references may be contacted to verify Vendor's ability to perform the contract. The Department reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

For each reference, the Vendor must provide: company/agency name of the reference; location where the services were performed (city, state); primary and secondary contact name, title, telephone number, and e-mail address; a brief description of the project; description of the Vendor's role in the project; and the start and end date of each project.

4.2.5.1.3 Past and Present Contractual Relationships with the Department

The Vendor must describe any past or present contractual relationship it may have or have had with the Department or any other state agency during the past three years. If the Vendor, its predecessor, or any party named in the Vendor's responses to this Section has contracted with any department within the State Government during the past three years, identify the contract number and/or other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the Vendor's response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, state agency by which employed, job title of position held with the State, and separation date. If no such relationship exists, so declare.

4.2.5.1.4 Contract Performance

If the Vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to stop performance delivery due to the Vendor's nonperformance or poor performance and the issue was either (a) not litigated due to inaction on the part of the Vendor; or (b) litigated and such litigation determined the Vendor to be in default. Submit full details of all terminations for default experienced by the Vendor during the past five years, including the other party's name, address, and telephone number. Present the Vendor's position on the matter. The Department will evaluate the facts and may, at its sole discretion, reject the Vendor's Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Vendor. If the Vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the Vendor has had a contract terminated

for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the Vendor's Proposal.

4.2.5.1.5 Staff Qualifications

The Vendor must submit a resume or job description detailing the level of education, experience, training, skills, etc. which meets the requirements in *Section 3.1: Staff Qualification Requirements* and which emphasizes previous experience in the service area as described in this RFP for all program personnel who will be involved with the proposed project. The Vendor should indicate that it has sufficient staff to perform the services required in this RFP, if sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. List all professional licenses held by the Vendor.

4.2.5.1.6 Staff Performance Evaluations and Training

Vendors must describe its staff development program regarding orientation, on-going staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the Department's required performance standards.

4.2.5.1.7 Background Checks

Describe in detail the steps that the Vendor will take to ensure that all staff, regardless of level, have not been the subject of any incident or investigation which would call into question the propriety of that employee's working with this population of children. Provide documentation that each employee has had a criminal background check. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

4.2.5.2 VENDOR FINANCIAL STABILITY

Vendors must provide documentation of financial responsibility and stability by: providing financial statements, preferably audited, for three (3) consecutive years immediately preceding the issuance of this RFP; and providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

4.2.5.3 METHOD OF PROVIDING SERVICES

4.2.5.3.1 Service Delivery

Vendors must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the Vendor intends to do, the number of children/youth and/or families to be served, the timeframes necessary to accomplish the work, and how the work will be accomplished. The service delivery must incorporate all of the requirements identified in Sections 3.1 through 3.15. Vendor must also identify the county/region to be served by the proposed project.

4.2.5.3.2 Start-up Plan

The Vendor must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work*.

4.2.5.3.3 Assessment of Benefits and Impact

Describe the process that Vendor will use to assess the proposed services to determine if the expected benefits and their impact have occurred. Include on-going plans to continuously assess and modify services to better

meet the needs of the target population. The assessment methodology should provide the Department with meaningful indicators that funded projects are making satisfactory progress toward desired goals.

4.2.5.3.4 Office Location

The Vendor must provide the physical address of the Vendor's office that will be responsible for maintaining records and performing services under a contract with the Department in the event the Vendor becomes the Contractor.

4.2.5.4 VENDOR CERTIFICATIONS

Vendors must submit a statement attesting that they warrant and represent to the Department that the Vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a response to this RFP, the Vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

4.2.5.4.1 Revolving Door Policy

Vendors must attest that neither the Vendor nor any of the Vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

4.2.5.4.2 Debarment

Vendors must attest that neither the Vendor nor any of the Vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

4.2.5.4.3 Standard Contract

The Vendor must agree to the use of the Department's standard contract document. The Vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPPA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.5.4.4 Charitable Choice (applies to faith-based organizations only)

The Vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The Vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the Vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

4.2.5.4.5 Financial Accounting

Vendors must agree that the Vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The Vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

4.2.5.4.6 *Vendor Work Product*

The Vendor must attest that the proposal submitted in response to this document is the work product of said Vendor. If the proposal is determined not to be the work product of the Vendor, the proposal may, at the Department's sole discretion, be rejected.

4.2.5 ATTACHMENTS

Vendors must include all applicable forms identified below and any additional supportive materials and documentation as attachments (i.e., Attachment A, B, C, etc), applicable forms must follow the Technical Proposal.

4.2.5.1 *Legal Status Form*

The Technical Proposal must be followed by a copy of the **Legal Status Form**.

4.2.5.2 *Disclosure Statement*

The Legal Status Form must be followed by a completed copy of the **Disclosure Statement**.

4.2.5.3 *Trade Secret Affidavit*

The Disclosure Statement must be followed by a completed copy of the **Trade Secret Affidavit** (*Appendix C*), if applicable.

SECTION 5: COST PROPOSAL

Vendors must provide the daily rate needed to perform the services outlined in the program narrative and specify the number of children they propose to serve. The total cost of the proposed program to the Department would be the # of children served per month times the days of the month times the daily rate. **EXAMPLE: The provider plans to serve 27 children/families in any given month, so the maximum yearly cost of the program to DHR would be 27 times Daily rate times 365 days in the year.** The provider should provide an explanation of what items make up the costs of their program and % of those expenditures to total costs. **EXAMPLE: If the total cost of the program is 600,000 per year (#of children X daily rate X 365 days) the following items make up the total cost:**

Space	10%	Rent and utilities for the provider's operations
Personnel	45%	Total personnel costs for the program including percentage of admin personnel
Travel	5%	Costs for employees to work with child and family, not conference or training travel.
Equipment	10%	leased or purchased equipment that represent costs to the program.
Other	30%	Indirect costs or subcontractual costs related to the program.

Items and percentages used are fictional and do not in any way represent expectations of the Department by Vendor.

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria based on a **maximum possible value of 1,000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. The point value assigned to each component of the **Technical Proposal and Cost Proposal** will be based on the following scoring scale:

Category	RFP Section	Point Value
Vendor Qualifying Information		35% of points for a possible 350 points
A. Vendor Profile and Experience	4.2.5.1.1	150
B. References	4.2.5.1.2	10
C. Past and Present Contractual Relationships with the Department	4.2.5.1.3	10
D. Contract Performance	4.2.5.1.4	10
E. Staff Qualifications	4.2.5.1.5	100
F. Staff Performance Evaluations and Training	4.2.5.1.6	50
G. Background Checks	4.2.5.1.7	10
H. Vendor Financial Stability	4.2.5.2	10
Method of Providing Services		55% of points for a possible 550 points
A. Service Delivery Approach	4.2.5.3.1	450
B. Start-up Plan	4.2.5.3.2	50
C. Assessment of Benefits and Impact	4.2.5.3.3	25
D. Office Location	4.2.5.3.4	10
E. Vendor Certifications	4.2.5.4.	15
Cost Proposal		10% of points for a possible 100 points
A. Cost Proposal	5.0	100

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to request for proposal or acceptance of a contract, the Vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF PROPOSALS: The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

AUTHORITY: The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.)

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

DEBARMENT: The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

DISABILITY ACCOMMODATIONS: The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for requested for proposals or limited solicitations.

FAILURE TO HONOR PROPOSAL: If a Vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the Vendor for a period of time from entering into any contracts with the Department.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

LATE PROPOSALS: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

REGISTRATION WITH THE PURCHASING DIVISION: Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at www.purchasing.alabama.gov.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TERMINATION OF CONTRACT: Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

STATE OF ALABAMA
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
STATE COMPTROLLER'S OFFICE

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).
2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY:

PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)

)ss.

County of _____)

_____ (Affiant), being first duly sworn under oath, and representing
_____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
 - (b) information requested by the Department to establish Vendor responsibility
- unless prior written consent has been given by the Vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the

APPENDIX C: TRADE SECRET AFFIDAVIT

department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

Affiant's Signature

Signed and sworn to before me on _____ (date) by _____
_____ (Affiant's name).

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____

Place seal here.

APPENDIX D: IMMIGRATION STATUS FORM
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I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness